

Invitation to Bid

Leonard J. Chabert Medical Ctr		BIDS WILL BE PUBLICLY OPENED: June 09,2011 02:00 PM
VENDOR NO. : SOLICITATION : 000594 OPENING DATE : 06/09/2011		Return Bid in Envelope/Labels Provided to: Purchasing Department 1978 Industrial Blvd Houma LA 70363 BUYER : Hebert, Vicky BUYER PHONE : 985/873-1215 DATE ISSUED : 05/09/2011 REQ. NO : 0031186 FISCAL YEAR : 2012
Transcription Service		

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. FILL IN ALL BLANK SPACES.
3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS

BY SIGNING THIS BID, THE BIDDER CERTIFIES:

- * THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).
- * THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.
- * THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

THE BIDDER FURTHER CERTIFIES:

- * COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.
- * THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.
- * THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.
- * THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).
- * DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)	NAME OF BIDDER (TYPED OR PRINTED)	

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 2 of 9
NUMBER : 000594 OPEN DATE : 06/09/2011 TIME: 02:00 PM	BIDDER:
<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 3 of 9
NUMBER : 000594 OPEN DATE : 06/09/2011 TIME: 02:00 PM	BIDDER:
<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21. DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24. EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25. SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26. IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 4 of 9
NUMBER : 000594 OPEN DATE : 06/09/2011 TIME: 02:00 PM	BIDDER:
<p>ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____ SPECIFY THE LINE NUMBER (S) _____ SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____ (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.) DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____ IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____ FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p> <p>32. CODE OF CONDUCT</p> <p>32.1. THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCS) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCS. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCS TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET</p>	

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 5 of 9
NUMBER : 000594 OPEN DATE : 06/09/2011 TIME: 02:00 PM	BIDDER:
<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE 225-922-0572 COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 6 of 9
NUMBER : 000594 OPEN DATE : 06/09/2011 TIME: 02:00 PM	BIDDER:
<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHSCD PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHSCD PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHSCD.</p> <p>WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSO WEB SITE AT: HTTP://WEBDEV.LSUHSC.EDU/HCSO/HIPAA/.</p>	

Invitation to Bid

SPECIAL TERMS & CONDITIONS	Page 7 of 9
NUMBER : 000594 OPEN DATE : 06/09/2011 TIME: 02:00 PM	BIDDER:
<p>INSURANCE REQUIREMENTS FOR LSU HCSD (Revised September 20, 2004)</p> <p>Compensation Insurance, Public Liability and Property Damage insurance, as outlined below, are required in this bid.</p> <p>Contractor's Liability Insurance: Proof of Insurance should be supplied with the bid and will be required before work can commence.</p> <p>Insurance Coverage specific below shall be furnished with the following minimum limits:</p> <p>COMPENSATION INSURANCE: The contractor and subcontractors shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees engaged in hazardous work under the workman's compensation statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.</p> <p>PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: Comprehensive Public General Liability insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.</p> <p>LICENSE AND NON-LICENSED MOTOR VEHICLES: The contractor shall take out and maintain during the life of the contract, automobile public liability insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform thereunder, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in the insurance specified. The quantities listed are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by LSU Health, LJ Chabert Medical Center to increase or decrease the amount, at the unit price stated in the bid.</p> <p>At the option of LSU Health, LJ Chabert Medical Center and acceptance by the contractor, this contract may be extended for additional periods at the same price, terms and conditions. Contract not to exceed thirty-six (36) months. Service must be satisfactory; otherwise, contract will be cancelled upon written notice from LSU Health, LJ Chabert Medical Center thirty (30) days before discontinuance of service.</p> <p>LSU Health, LJ Chabert Medical Center reserves the right to cancel this contract with thirty (30) days written notice without cause.</p>	

Invitation to Bid

SPECIAL TERMS & CONDITIONS	Page 8 of 9
NUMBER : 000594 OPEN DATE : 06/09/2011 TIME: 02:00 PM	BIDDER:
<p>The continuation of this contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of this contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor, or by any means statutorily provided, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.</p> <p>****</p> <p>If it is discovered that additional work is required outside the scope of this job, it will only be approved with authorization from LJCMC and executed only by written purchase order and/or change order.</p> <p>*****</p> <p>The purchase order is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.</p> <p>We cannot accept quote forms provided by the vendor. All prices must be returned on this bid document only.</p> <p>If you wish to bid, please fill out the entire document as requested, sign and return by the bid opening date listed on the bid document.</p> <p>Submittal of any terms and conditions contrary to those of LSUHSC Health Care Services Division may cause your bid to be rejected. By signing below, terms and conditions which may be included in your bid are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.</p> <p>_____</p> <p>Bidder must sign in ink</p> <p>.</p> <p>LSU Health is in the process of acquiring an internal Web Based ASP Infrastructure for Dictation/Transcription System. Upon procurement of web based infrastructure and depending on the circumstances for LSU, at that time, one of two scenarios will take place after implementation.</p> <p>-First Option: The vendor awarded this transcription contract would be required to have their transcriptionists begin transcribing documents in the LSU Web Based System.</p> <p>-Second Option: In the event LSU decides to bid out the transcription service for LSU Health System hospitals, then LSU Health reserves the right to cancel this contract with a 30-day written notice.</p> <p>.</p> <p>File #VH-2120-12*</p>	

Invitation to Bid

PRICE SHEET		Page 9 of 9			
NUMBER : 000594 OPEN DATE : 06/09/2011 TIME: 02:00 PM		BIDDER:			
UNLESS SPECIFIED ELSEWHERE SHIP TO: 1978 Industrial Blvd Houma LA 70363					
Line No.	Description			Unit Price	Extended Amount
1	<p>To provide Medical Transcription Service to Leonard J. Chabert Medical Center per the attached specifications</p> <p>Specify brand, model bid(if applicable)</p> <hr style="width: 25%; margin-left: 0;"/> <p>*****</p> <p>LSU Health is in the process of acquiring an internal Web Based ASP Infrastructure for Dictation/Transcription System. Upon procurement of web based infrastructure and depending on the circumstances for LSU, at that time, one of two scenarios will take place after implementation.</p> <p>-First Option: The vendor awarded this transcription contract would be required to have their transcriptionists begin transcribing documents in the LSU Web Based System.</p> <p>-Second Option: In the event LSU decides to bid out the transcription service for LSU Health System hospitals, then LSU Health reserves the right to cancel this contract with a 30-day written notice.</p>	1570,000.00	LN		

TRANSCRIPTION SERVICE
LSU Health
L. J. CHABERT MEDICAL CENTER

SPECIFICATIONS:

Provide Medical Transcription of Operative Reports, Discharge Summaries, Consultations, History and Physicals, Clinic Notes, Letters/Correspondence, Endoscopy Procedure Notes and MRI Reports for a multi-specialty hospital with outpatient clinics and outpatient surgery. Multi-specialty hospital includes but is not limited to: Surgery, OB/GYN, Urology, Orthopedics, Internal Medicine, Newborn Care, Pediatrics and Psychiatry. Reports are to be dictated into a centralized dictation system and completed reports to be transmitted electronically.

Successful vendor is to provide transcribed reports and correspondence within 24-48 hours of receipt of dictated material. History & Physicals and Operative reports are to be transcribed and delivered within 24 hours of receipt of dictation.

If the Physician makes gross errors of omission or major areas of discrepancy (sex, left vs. right, etc) or a section of the report is not understandable, the Transcription Service shall flag it for the Physician's attention. If there is anything that cannot be understood, a blank should be placed and the vendor shall notify the HIM department by telephone or email with an explanation of the issue.

If there are five (5) or more vendor errors or blanks on the report, typographical or spelling or blank, there will be no payment for the report.

Successful vendor must have the capacity to accommodate electronic signature of dictated reports by both Resident and Staff Physicians. Set up of physicians for dictation shall be made at no additional cost to hospital.

If there is an interface maintenance fee, this fee must be included in the bid price and cannot be a separate charge.

All transcription shall be billed on a per line basis. A billable line represents 50 average bytes of computer generated information and/or keystrokes.

Successful vendor shall provide training to agency personnel. A minimum of three (3) days of training shall be provided at the beginning of the contract period and on an as needed basis thereafter. The vendor shall provide technical assistance to staff where required. All technical questions and word processing questions must be handled by the successful vendor.

Agency shall have final approval on system set-up. Successful vendor shall meet with agency representative prior to the beginning of the contract to discuss agency needs. Copies of desired report format shall be furnished to the successful vendor at that time. Successful vendor shall make every effort to duplicate desired report formats.

Indexing shall be done in accordance with agency specifications. Successful vendor shall provide listening access to reports. All dictation shall remain on the system for listening access for a period of one (1) month from date transcribed.

TECHNICAL SPECIFICATIONS:

The successful vendor must be able to provide a standard HL7 interface in real time for ADT information from Siemens and must be willing to work with the LSU Health interface staff to establish any other interface setup as required by LJCMC at no cost to the agency. All maintenance, troubleshooting, repair, updates, etc of the interface to pull ADT information from Siemens to automatically populate the templates is the responsibility of the vendor. The vendor must notify LJCMC of any scheduled downtime for updates to the interface prior to bringing the system down and must be able to provide an expected time of the proposed outage. The interface will be the responsibility of the vendor, including all costs, software, etc. Vendor will obtain at their cost, whatever is necessary to interface with these systems. LJCMC will provide the necessary information for a successful interface.

The successful vendor must have the ability to deliver completed dictations through a secured VPN to a folding residing on a 3M server at LJCMC.

Successful vendor shall possess a program capable of counting billable lines for an accurate daily verification of all billable information.

Successful vendor must possess a Dictaphone Digital Express 7000 or equivalent Centralized Dictation System, which will be accessed by In-Bound 800 Watts Line, with a minimum of 16 ports available for dictation by physicians and staff. Watt line cost will be the responsibility of the successful vendor. Successful vendor shall also provide an 800 watt line for receiving calls from agency.

Successful vendor shall provide daily reports from the centralized dictation system, preferably through a customer accessible internet connection, to include the following:

- A. Total number of reports dictated each twenty-four (24) hour period**
- B. Total number of reports remaining un-typed each day**
- C. Total number of reports dictated by each physician**
- D. Total number of reports dictated for each work type within that twenty-four (24) hour period**

Report formatting is to be done to agency specifications. Standardized formatting is unacceptable.

Successful vendor shall transcribe dictation and deliver within 24 - 48 hours of receipt. History & Physicals and Operative reports shall be transmitted to agency within twenty-four (24) hours of receipt of dictation.

Bidders (company) must have a minimum of three (3) years successful experience performing transcription of medical dictation for a multi-specialty hospital of

comparable size that includes Surgery, OB/GYN, Urology, Orthopedics, Psychiatry, Pediatric, Newborn Care and Internal medicine inpatient services and outpatient surgery services. Documentation of the minimum three (3) years experience must be provided within ten (10) days upon request from LSU Health LJC MC.

Bidders must provide names and letters of reference from three (3) healthcare facilities with whom they have existing contractual agreements. These facilities should be comparable in size to LJC MC. This should be provided with the bid. If not included with the bid, they will be requested by LJC MC and once requested, the bidder will have five (5) days to provide.

Successful vendor shall be responsible for all quality assurance procedures with regards to transcribed reports. Transcribed reports are to be the highest quality possible. Successful vendor shall provide an outline of all quality assurance standards and guidelines to the agency. Successful vendor shall also provide quality assurance in making sure that all transcribed reports have been transmitted to the agency and shall provide a copy of same to the agency on the first (1st) and fifteenth (15th) of each month.

Successful vendor shall provide a monthly report by the fifth (5th) of each month to the agency that contains:

- A. Billable lines per report type
- B. Total billable lines per month
- C. Total number of reports by report type
- D. Total number of reports

Successful vendor shall provide LJC MC with a CD-ROM quarterly of all reports transcribed and indexed by patient's last name, patient's first name, medical record number, job number, dictator's name and work type. Software must be compatible with Microsoft Word and must be encrypted or password-protected.

Successful vendor is to have the capability to transcribe standard cassettes, when necessary, in addition to centralized dictating and transcribing.

Transcribed reports to be transmitted electronically to agency, via a secured VPN, the setup of which to be coordinated with LJC MC at no cost to the facility. All transcription will be performed by qualified, experienced Medical Transcriptionists with a broad based knowledge of medical terminology and specialized medical vocabulary. Medical Transcriptionists should be able to adapt to variations in accents, speech, patterns, tone, voice volume, note and style of delivery, pronunciations and enunciations.

In the event of equipment failure, reports will be printed and shipped overnight, via courier (Federal Express, UPS, etc) to be delivered the next day.

Upon request, successful vendor will provide re-transmissions of work at no cost to LJCMC.

Successful vendor shall maintain all transcribed reports for as long as contract is in force but not less than 360 days.

Successful vendor shall provide transmission logs daily along with transcribed reports to include but not limited to the following:

- A. Patients, Name, Medical Record Number, Doctor, Name, Report Type
- B. Total Number of Reports
- C. Total Number of Pages Per Report
- D. Total Number of Lines Per Report
- E. Batch Number
- F. Total Number of Lines Per Transmission Log

Successful vendor shall invoice the agency on a monthly basis. Invoices shall include but not be limited to:

- A. Agency Name, Address, Contact Person
- B. Purchase Order Number
- C. Date Reports Were Transmitted
- D. Total Number of Reports, Number of Pages, and Number of Lines by Date Transmitted
- E. Total Number of Billable Lines by Date Transmitted
- F. Total Dollar Amount for the Invoice
- G. Month of service that Invoice is for
- H. Total Amount Due

LSU Health is in the process of acquiring an internal Web Based ASP Infrastructure for Dictation/Transcription System. Upon procurement of web based infrastructure and depending on the circumstances for LSU, at that time, one of two scenarios will take place after implementation.

- **First Option:** The vendor awarded this transcription contract would be required to have their transcriptionists begin transcribing documents in the LSU Web Based System.
- **Second Option:** In the event LSU decides to bid out the transcription service for LSU Health System hospitals, then LSU Health reserves the right to cancel this contract with a 30-day written notice.